**IN THE PARSI CHIEF MATRIMONIAL COURT AT BOMBAY**

**SUIT NO. 35 OF 2005**

Scherezade Farshogar Tangri
At 2/A, Karai Estate,
248, Tardeo Rd/. Mumbai 400 007. ... Plaintiff No.1.

And

farshogar Noshir Tangri
At 1/3 Fiona apartments, 5th flr.,
Juhu Tara Road, Mumbai - 400 049. ... Plaintiff No.2.

Ms. S. P. Nanavati i/by Mulla & Mulla and C.B.C. for the plaintiff No.1.

Mr. Sameer Tapia i/by ALMT Legal for plaintiff No. 2.

Both plaintiffs present in person.

**CORAM: P.V. KAKADE, J.**

**DATED: 20TH DEC., 2005**

**P.C.**:

1. This suit is filed for decree for divorce by mutual consent dissolving the marriage between parties under Sec. 32-B of the Parsi Marriage and Divorce Act, 1936.

2. Both plaintiffs are present before the Court alongwith their advocates. They have stated that they were married on 5.1.2004 in Bombay according to the rights and ceremonies under Parsi Zoroastrian religion and custom. They were living together till 20.10.2004

from which date they separated from each other due to reasons mentioned in the petition, to the effect that soon after the marriage there were serious differences between parties which made it very difficult for the parties to live together as husband and wife. They tried their level best to reconcile the dispute but in vain and, therefore, came to the conclusion that the marriage was incompatible temperamentally and inspite of best efforts they were unable to make marriage work. Finally, they separated on 20th October, 2004 and since then are living separately. The suit came to be filed on 14th December, 2005.

3. There is no issue of the marriage. Parties have filed consent terms wherein it is stated that the plaintiff No.1 has received all her personal belongings and is in complete and sole possession thereof. So also, the plaintiff No.2 has received all his personal belongings and is in complete and sole possession thereof and there are no claims for maintenance and alimony from either party as both parties are running well. They have also submitted that they have signed the consent terms without any force or threat from any party.

4. Under the circumstances, I do not see any reason why the decree for divorce by mutual consent should not be passed.

Hence, the suit stands decreed in terms of prayer clause (a) and stands disposed of with no order as to costs.

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